

RECEIVED-CLERK  
U.S. DISTRICT COURT

2006 MAY 10 P 1:53

CHEROKEE SOLUTIONS, INC.,  
as Assignee of Judgment from Cityscape  
Corp. a/k/a Cityscape Mortgage Corp.

Plaintiff

vs

WALSH SECURITIES CORP.

Defendant

: UNITED STATES DISTRICT COURT  
: DISTRICT OF NEW JERSEY

: Case No: 2:01-MC-00021 (KSH)

: REPORT OF SALE

TO THE HONORABLE JUDGE OF THE UNITED STATES DISTRICT COURT FOR  
THE DISTRICT OF NEW JERSEY:

I, JAMES T. PLOUSIS, United States Marshal for the District of New Jersey,  
through Ivan Baptiste, Supervisory Deputy United States Marshal, do hereby  
respectfully report that on 28 March 2006, I sold at the U.S. Marshals Service in  
Newark, New Jersey, after having first duly advertised it, the property located at  
263-265 South 10<sup>th</sup> Street, (Block 1796, Lot 18, the "Property") Newark, New Jersey,  
particularly described in the Writ of Execution, issued out of this Court in the above  
entitled cause, bearing the date of 29 December 2005 and directed to me, Cherokee  
Solutions, Inc., as Assignee of Judgment from Cityscape Corp. a/k/a Cityscape  
Mortgage Corp., c/o Francis J. Ballak, Esq., GOLDENBERG, MACKLER, SAYEGH,  
MINTZ, PFEFFER, BONCHI & GILL, P.C., attorney for plaintiff, 660 New Road,  
Suite 1-A, Northfield, New Jersey, 08225, for the total sum of One Hundred Dollar

(\$100.00)(Credit Bid), the said Cherokee Solutions, Inc., as Assignee of Judgment from Cityscape Corp. a/k/a Cityscape Mortgage Corp., c/o Francis J. Ballak, Esq., being the only bidder for said property. All of which is respectfully submitted, this 26th day of April 2006.

A handwritten signature in cursive script, appearing to read "James T. Plousis", written over a horizontal line.

JAMES T. PLOUSIS  
United States Marshal  
District of New Jersey

STATE OF NEW JERSEY )  
 )  
County of Essex )

Case No: 2:01-MC-00021 (KSH)

I, JAMES T. PLOUSIS, of full age, being duly sworn according to law, upon his oath deposes and says that the price of One Hundred Dollars (\$100.00)(Credit Bid), herein before mentioned, was the best price that the real property located at 263-265 South 10<sup>th</sup> Street, (Block 1796, Lot 18, the "Property") Newark, New Jersey, herein before referred to, would bring at the time of said sale, and that the said real property was sold for the highest and best price the same would bring at that time.

A handwritten signature in cursive script, appearing to read "James T. Plousis", written over a horizontal line.

JAMES T. PLOUSIS  
United States Marshal  
District of New Jersey

NOTICE OF UNITED STATES MARSHAL'S SALE  
By virtue of a writ of execution from the U.S. District Court for the District of New Jersey on December 29, 2005, in the matter captioned Cityscape Corp. vs. Walsh Securities Corp., Civil Action No. MC-2:01-00021 (KSH) and pursuant to 28 U.S.C. 2001 et seq., JAMES T. PLOUSIS, United States Marshal, shall expose for sale by public venue at the United States Marshals Service, District of New Jersey, Newark Office, Martin Luther King Jr. Federal Building and U.S. Courthouse, 50 Walnut Street, Room 2009, Newark, New Jersey, on March 28, 2006 at 10:00 a.m., travelling time, the following property (Block 1794, Lot 18, the "Property") consisting of the land and all buildings, structures and fixtures on or attached to the land, AS IS, WHERE IS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, being in the City of Newark, County of Essex, State of New Jersey, commonly known as 263-265 South 10th Street, Newark, New Jersey, 07102, and more particularly described as follows:

BEGINNING AT A POINT IN THE WESTERLY SIDELINE OF SOUTH 10TH STREET SAID POINT BEING DISTANT 325.00 FEET SOUTHERLY ALONG THE SAME FROM ITS INTERSECTION WITH THE SOUTHERLY SIDELINE OF 12TH AVENUE (FORMERLY BANK STREET AND 66 FEET WIDE) AND FROM SAID POINT OF BEGINNING RUNNING THENCE  
1. ALONG THE WESTERLY SIDELINE OF SOUTH 10TH STREET SOUTH 27 DEGREES 15 MINUTES WEST 50.00 FEET TO A POINT; THENCE  
2. NORTH 62 DEGREES 45 MINUTES WEST 100.00 FEET TO A POINT; THENCE  
3. NORTH 27 DEGREES 15 MINUTES EAST 50.00 FEET TO A POINT; THENCE  
4. SOUTH 62 DEGREES 45 MINUTES EAST 100.00 FEET TO THE POINT AND PLACE OF BEGINNING.

THE ABOVE PREMISES IS ALSO KNOWN AS LOT 18 IN BLOCK 1794 ON THE OFFICIAL TAX MAP OF THE CITY OF NEWARK, (REPORTED FOR INFORMATION ONLY)

The Property will be sold as one whole parcel at public sale to satisfy the amounts due on the judgment entered herein, together with the interest due thereon and the costs of this sale, being in the approximate amount of \$4,732,568.93 as of January 4, 2001, plus post judgment interest to date of sale.

In addition to the terms and conditions that may be announced at the Sale, the Terms and Conditions of this Sale shall be as follows:

a. The property shall be sold as one whole parcel at public sale at the U.S. Marshals Service, Newark, New Jersey.

b. The Plaintiff may bid a credit against its judgment and interest thereon; plus costs and expenses, without tender of cash, as provided by 31 U.S.C. 3715.

c. A deposit of 10% in money order or by certified check drawn on a New Jersey bank made payable to the order of the U.S. Marshals Service for the amount of the bid, which shall be paid forthwith upon conclusion of the bidding. The successful bidder, called the "Purchaser" must pay the remaining ninety percent (90%) of the purchase price to the U.S. Marshals Service within thirty (30) days of written notice to purchaser that the U.S. Marshals Service has received a certified copy of the Order Confirming Sale, and is prepared to deliver to Purchaser a Deed for the property at a time and place specified. Failure to do so will result in the bidder's forfeiture of any amounts he or she deposited with the U.S. Marshals Service. The U.S. Marshal reserves the right to reject any and all bids not in accordance with the terms of sale.

d. The purchaser shall be liable for payment of the purchase money, whether he attends and receives his Deed of such time and place or not; and in case he neglects to receive his Deed and pay the balance of the purchase money, as aforesaid, the U.S. Marshals Service will have the option of either re-advertising the land and premises and selling it again, or of proceeding to compel the purchaser to complete his purchase. In the event that the re-sale of the land and premises should produce a sum less than the former bid, the purchaser will be held liable for the difference plus interest and expenses. If a subsequent sale should produce a larger sum than the former bid, interest and expenses, the purchaser shall not receive any benefit thereby.

e. The bidding will be kept open after the land and premises is struck off; and in the event that the purchaser fails to comply with any of the above conditions of sale, the U.S. Marshal, at his option, may again immediately put up the land and premises for sale, subject to the same conditions, and the original purchaser shall be held liable for any deficiency and shall not receive benefits from any increased bid.

f. The reference to "he", "his" or "him", relating to the purchaser shall be held to apply to one or more individuals, male or female, or a corporation or corporations.

g. The purchaser shall be liable for any and all revenue stamps that may be required by any law and any recording fees.

h. The purchaser takes the land and premises as described in the Writ of Execution and subject to such claims for local taxes and other liens having priority over the lien of the Plaintiff as a proper search of the records may disclose.

i. The Marshals Service resumes the right to adjourn the sale, without further notice by publication.

j. For further information you may contact the U.S. Marshals Service, 50 Walnut Street, Newark, New Jersey 07101, telephone number (973) 645-2404, ext. 247, or the attorneys for the plaintiff, Goldenberg, Mackler, Sayegh, Mintz, Pletter, Bonchi & Gili, P.C. (Francis J. Ballak, Esquire), 660 New Road, Suite 1-A, Northfield, New Jersey 08225, (609) 646-0222.

JAMES T. PLOUSIS  
United States Marshal  
District of New Jersey

STATE OF NEW JERSEY } SS  
COUNTY OF ESSEX }

Mark Ross

Being duly sworn, according to law, on this 15 day of March, 2006, I, Charles of the Star-Ledger, in said County of Essex, and that the notice, of which the attached is a copy, was published in said paper on the 21st day of March, 2006 and continued therein for March 7, 14, Feb 28, 20 successively, at least once in each week for (4) Four weeks

Sworn to and subscribed

before me this 24th

day of March, 2006

Donna M. Clement  
NOTARY PUBLIC OF NEW JERSEY

DONNA M. CLEMENT  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 5, 2008